

[Third Reprint]
SENATE, No. 2340

STATE OF NEW JERSEY
219th LEGISLATURE

INTRODUCED APRIL 9, 2020

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SYNOPSIS

Provides mortgage payment relief, income tax relief, consumer reporting protection, and eviction protection for residential property owners, tenants, and other consumers, during time of coronavirus disease 2019 pandemic.

CURRENT VERSION OF TEXT

As amended by the Senate on October 29, 2020.

(Sponsorship Updated As Of: 12/17/2020)

1 AN ACT concerning protections for residential property owners and
2 tenants during emergency circumstances and ¹supplementing
3 Title 52 of the Revised Statutes amending P.L.2020, c.1¹.

4
5 BE IT ENACTED by the Senate and General Assembly of the State
6 of New Jersey:

7
8 ¹1. a. Notwithstanding any other law, ordinance, rule or
9 regulation to the contrary, whenever a Public Health Emergency,
10 pursuant to the “Emergency Health Powers Act,” P.L.2005, c.222
11 (C.26:13-1 et seq.), or a State of Emergency, pursuant to
12 P.L.1942, c.251 (C.App.A.9-33 et seq.), or both, has been declared
13 by the Governor and is in effect, the Governor may issue an
14 executive order to declare that an emergency-impacted homeowner
15 may apply, pursuant to subsection c. of this section, for a mortgage
16 forbearance.

17 b. A mortgage forbearance executive order shall indicate the
18 length of time, not to exceed three months, that each individual
19 forbearance shall remain in effect, which period shall commence
20 upon approval by the reviewing entity of the emergency-impacted
21 homeowner’s application.

22 c. (1) A mortgage forbearance executive order shall indicate
23 whether emergency-impacted homeowners shall apply to the
24 commissioner, or to another administrative agent, for mortgage
25 forbearances.

26 (2) An emergency-impacted homeowner may apply on forms to
27 be provided by the department for a certification of eligibility for a
28 mortgage forbearance. The application shall be submitted in
29 accordance with a deadline to be established by a mortgage
30 forbearance executive order. The reviewing entity shall approve or
31 deny an application within 30 days of its delivery. An emergency-
32 impacted homeowner shall be eligible for a mortgage forbearance
33 regardless of whether the residential property is already the subject
34 of a foreclosure proceeding prior to the effective date of a mortgage
35 forbearance executive order.

36 (3) (a) Notwithstanding the provisions of any law, rule, or
37 regulation to the contrary, the repayment period of any mortgage
38 subject to the forbearance established pursuant to this section shall
39 be extended by the number of months the forbearance is in effect.

40 (b) During the time of the forbearance, and during the period
41 constituting an extension of the mortgage, all terms and conditions
42 of the original mortgage, except with regard to default and
43 delinquency during forbearance, shall continue without
44 modification, and there shall be no fees assessed for the
45 forbearance, or penalty for early repayment.

EXPLANATION – Matter enclosed in bold-faced brackets [thus] in the above bill is not enacted and is intended to be omitted in the law.

Matter underlined thus is new matter.

Matter enclosed in superscript numerals has been adopted as follows:

¹Assembly AHO committee amendments adopted June 15, 2020.

²Assembly AAP committee amendments adopted July 27, 2020.

³Senate floor amendments adopted October 29, 2020.

1 (c) A mortgage forbearance executive order may designate a
2 foreclosure action filed by a bank as an unlawful practice, pursuant
3 to the New Jersey consumer fraud act, P.L.1960, c.39 (C.56:8-1 et
4 seq.), if the action is filed only as a result of not receiving mortgage
5 payments from an emergency-impacted homeowner during the time
6 period of the emergency-impacted homeowner's forbearance.

7 (4) (a) An emergency-impacted homeowner who applies for a
8 forbearance on a property as its landlord shall only be eligible for a
9 forbearance if the homeowner commits to providing any
10 emergency-impacted tenant residing in the residential property with
11 an emergency rent reduction period. A mortgage forbearance
12 executive order may direct that, when applying for a forbearance as
13 a landlord, the emergency-impacted homeowner shall indicate the
14 number of residential tenants residing in the residence, the amount
15 of rent charged to each residential tenant, contact information for
16 each residential tenant, whether any tenant's rent is subsidized by
17 the federal Housing Choice Voucher (Section 8) Program or other
18 subsidy, and provide any additional information deemed necessary.

19 (b) If directed in a mortgage forbearance executive order the
20 availability of a forbearance to a residential landlord shall be
21 restricted to a landlord of a building registered as a multiple
22 dwelling pursuant to the "Hotel and Multiple Dwelling Law,"
23 P.L.1967, c.76 (C.55:13A-1 et seq.).

24 (c) A mortgage forbearance executive order may designate that
25 a landlord has engaged in an unlawful practice, pursuant to the New
26 Jersey consumer fraud act, P.L.1960, c.39 (C.56:8-1 et seq.), if,
27 while in receipt of a forbearance, the landlord willfully refuses to
28 provide an emergency-impacted tenant with an emergency rent
29 reduction period.

30 (5) An emergency-impacted tenant whose landlord has been
31 provided with a forbearance may apply to the landlord for an
32 emergency rent reduction period, unless directed by a mortgage
33 forbearance executive order to apply to an alternative administrative
34 agent. A mortgage forbearance executive order shall establish
35 whether other forms of financial relief obtained by the landlord, in
36 addition to a mortgage forbearance, shall also authorize the
37 landlord's emergency-impacted tenant to apply for an emergency
38 rent reduction period. An emergency-impacted tenant shall be
39 provided with the level of rent reduction directed by a mortgage
40 forbearance executive order. A mortgage forbearance executive
41 order may authorize the rent reduction provided during an
42 emergency rent reduction period to exceed any limitation on rent
43 increases established by a "Notice of Rent Protection Emergency,"
44 pursuant to P.L.2002, c.133 (C.2A:18-61.62 et seq.). The
45 application deadline for an emergency rent reduction period shall be
46 established by a mortgage forbearance executive order.

1 (6) A mortgage forbearance executive order may provide the
2 following protections to residential tenants regardless of whether
3 the tenant's landlord has obtained a forbearance:

4 (a) A mortgage forbearance executive order may provide that
5 eviction proceedings shall not be initiated or continued during the
6 time provided in the executive order, unless the court determines on
7 its own motion or motion of the parties that a proceeding is
8 necessary in the interest of justice; and

9 (b) A mortgage forbearance executive order may prohibit
10 landlords from imposing late fees on residential tenants.

11 (c) A mortgage forbearance executive order may establish a 90-
12 day repayment window for each month of rent arrears for a
13 residential tenant, beginning with the first day of the second month
14 next following the conclusion of both the state of emergency and
15 public health emergency established pursuant to subsection a. of
16 this section.

17 d. (1) No later than one month following the effective date of
18 this act, the commissioner, to the greatest extent reasonably
19 possible, shall:

20 (a) notify homeowners of the forbearance program;

21 (b) notify landlords who may obtain a forbearance, or other
22 qualifying financial relief, of their responsibilities to alert their
23 tenants of the option, if emergency-impacted, to apply for an
24 emergency rent reduction period.

25 (c) post information on eligibility and the application process
26 for the forbearance, and make forbearance applications available,
27 on the department's Internet website;

28 (d) notify the courts of the individuals and associated residential
29 properties that are eligible for a forbearance; and

30 (e) notify the State's active banks of the individuals and
31 associated residential properties that are eligible for a forbearance.

32 (2) Upon knowledge of a homeowner's eligibility for a
33 forbearance, the bank shall notify the homeowner and the courts.

34 (3) Upon approval of a forbearance application pursuant to
35 subsection c. of this section, the reviewing entity shall notify the
36 applicant, the bank, and the courts.

37 e. Emergency-impacted homeowners awarded a forbearance
38 under this section shall be responsible for the maintenance of the
39 property during the period of forbearance. After service of notice
40 of any proceedings conducted to terminate forbearance, made on the
41 homeowner at an address determined pursuant to due diligence of
42 the movant bank to be the actual current residence of the
43 homeowner, providing opportunity for the homeowner to respond
44 and contest the proceedings, a forbearance awarded under this
45 section shall cease immediately upon a court's determination that
46 the subject residential property has been abandoned by the
47 homeowner.

1 f. Nothing in this section shall be construed as limiting the
2 ability of a bank and residential property owner to participate in a
3 mediation sponsored by the Administrative Office of the Courts in
4 accordance with the requirements of the mediation program.
5 Nothing in this section shall be construed to impact property tax
6 and insurance obligations of a property owner related to any real
7 property in the State.

8 g. A mortgage forbearance executive order may limit the
9 application of this section to avoid affecting any mortgage loans
10 made, insured, or securitized by any agency or instrumentality of
11 the United States, any Government Sponsored Enterprise, or a
12 Federal Home Loan Bank, or the rights and obligations of any
13 lender, issuer, servicer or trustee of such obligations, including
14 servicers for the Government National Mortgage Association. A
15 mortgage forbearance executive order may further limit the
16 application of this section as determined necessary to comply with
17 federal law.

18 h. As used in this section:

19 “Bank” means the mortgage lender or servicer for the primary
20 residence of the emergency-impacted homeowner.

21 “Commissioner” means the Commissioner of Community
22 Affairs.

23 “Department” means the Department of Community Affairs.

24 “Emergency-impacted homeowner” means a homeowner,
25 including, but not limited to, an owner of a residential property
26 serving as the owner’s primary residence, or person or business
27 entity serving as the landlord of a residential property, who is
28 subject to a substantial loss of income, in accordance with the terms
29 of a mortgage forbearance executive order, resulting from a Public
30 Health Emergency, declared pursuant to the “Emergency Health
31 Powers Act,” P.L.2005, c.222 (C.26:13-1 et seq.), or a State of
32 Emergency, declared pursuant to P.L.1942, c.251 (C.App.A.9-33 et
33 seq.).

34 “Emergency-impacted tenant” means a tenant of a residential
35 property, who occupies the property as the tenant’s primary
36 residence, and who is subject to a substantial loss of income, in
37 accordance with the terms of a mortgage forbearance executive
38 order, resulting from a Public Health Emergency, declared pursuant
39 to the “Emergency Health Powers Act,” P.L.2005, c.222 (C.26:13-1
40 et seq.), or a State of Emergency, declared pursuant to
41 P.L.1942, c.251 (C.App.A.9-33 et seq.).

42 “Emergency rent reduction period” means a period of time
43 during which an emergency-impacted tenant is provided with a
44 reduction in rent payment responsibilities, pursuant to paragraph (5)
45 of subsection c. of this section.

46 “Mortgage forbearance” or “forbearance” means a period of time
47 during which obligations for mortgage and interest payments are
48 suspended.

1 “Mortgage forbearance executive order” means an executive
2 order issued pursuant to subsection a. of this section.

3 “Residential property” means any property rented or owned for
4 residential purposes, including, but not limited to, any house,
5 building, mobile home or land in a mobile home park, or tenement
6 leased for residential purposes, but shall not include any hotel,
7 motel, or other guest house, or part thereof, rented to a transient
8 guest or seasonal tenant, or a residential health care facility.

9 “Reviewing entity” means the entity designated in a mortgage
10 forbearance executive order, pursuant to paragraph (1) of subsection
11 c. of this section, with reviewing mortgage forbearance applications
12 submitted by emergency-impacted homeowners. A mortgage
13 forbearance executive order may designate the commissioner, the
14 commissioner’s designee, the bank, or another administrative agent
15 as the reviewing entity.

16 i. The Commissioner of Community Affairs shall, pursuant to
17 the provisions of the "Administrative Procedure Act,"
18 P.L.1968, c.410 (C.52:14B-1 et seq.), adopt such rules and
19 regulations as shall be necessary to implement the provisions of this
20 section no later than one month following the effective date of this
21 act. The rules and regulations adopted by the commissioner may
22 adjust and supplement the provisions of a mortgage forbearance
23 executive order, as long as those adjustments and additions do not
24 conflict with this section.】¹

25

26 ¹1. (New section) The Legislature finds and declares that:

27 a. The social distancing measures and associated economic
28 pause, that have been necessary to combat the COVID-19
29 pandemic, have also forced many New Jersey residents to endure
30 job losses and prolonged depletions of income;

31 b. As of May 8, 2020, the unemployment rate of the United
32 States exceeds 14 percent, and is widely expected to grow higher in
33 the coming weeks;

34 c. The residents of New Jersey have not been able to avoid
35 suffering as a result of the COVID-19 pandemic, as the State is
36 widely reported to have the second highest COVID-19-related death
37 rate in the nation, and the economic impact on many State residents
38 appears to be similarly catastrophic;

39 d. This unprecedented situation has made the timely payment
40 of mortgages, rent, and other bills impossible for many State
41 residents; and

42 e. It is, therefore, necessary and in the public interest for the
43 Legislature to enact temporary measures to protect the State’s
44 homeowners, residential tenants, student loan borrowers and other
45 vulnerable consumers from foreclosure, eviction, and consumer
46 reporting injustices that are in danger of resulting from this
47 unprecedented emergency.¹

¹2. (New section) As used in P.L. , c. (C.) (pending before the Legislature as this bill):

“Creditor” means a person or entity that holds or controls, partially, wholly, indirectly, directly or in a nominee capacity, a mortgage loan securing an owner-occupied residential property, including, but not limited to, an originator, holder, investor, assignee, successor, trust, trustee, nominee holder, ²[Mortgage Electronic Registration System,]² or mortgage servicer ²as defined in section 2 of P.L.2019, c.65 (C.17:16F-28)².

“Emergency period” means the period during which a public health emergency exists as declared by the Governor in Executive Order No. 103 of 2020, as extended ², and the 60 days following the conclusion of this period².

“Impacted homeowner” means an owner or mortgagor of title to a residential property, which serves as such person’s primary residence ²or as the residence of the owner’s tenant, which the impacted homeowner understands to be the tenant’s primary residence², and who qualifies for a mortgage forbearance pursuant to section 3 of P.L. , c. (C.) (pending before the Legislature as this bill).

“Impacted tenant” means a ³[²residential²]³ tenant ³of a residential property³ ²who² has suffered a ²[negative financial impact]² substantial reduction of income² ³[resulting from]³, became unemployed, or suffered increased costs due to funeral expenses or expenses incurred in necessary child care resulting from the closure of schools or caring for family members who are ill, due to the³ COVID-19 ³pandemic or quarantined due to suspected exposure to COVID-19,³ or the Public Health Emergency or State of Emergency declared in response thereto, ³[including]³ as attested by the affidavit for tenant eligibility, pursuant to paragraph (1) of subsection a. of section 6 of P.L. , c. (pending before the Legislature as this bill). Impacted tenant shall not include any tenant whose household income, after any hardship, exceeds 100 percent of the Area Median Income as published by the United States Department of Housing and Urban Development for the county in which the residential dwelling is located or any tenant who possesses one or more bank accounts that collectively contain reserves equaling six months’ or more of the tenant’s gross income in 2019³ ²[but not limited to a financial hardship]² ³[from a reduction in hours or loss of employment,]³ ²[loss of income]² ³[, ²or increased costs incurred in necessary child care resulting from the closure of schools or caring for family members who are ill due to COVID-19 or quarantined due to a suspected exposure to COVID-19, or for funeral costs due to COVID-19]³ ²[;]².

“Landlord” means any person, or agent or assignee thereof, who rents or leases or offers to rent or lease, for a term of at least one-

1 month, dwelling units, except dwelling units in hotels, motels or
2 other guest houses serving transient or seasonal guests.

3 “Mortgage forbearance” or “forbearance” means a period during
4 which obligations for mortgage principal and interest payments are
5 suspended.

6 “Non-essential eviction” means an eviction ²[other than for the
7 purpose of removing a residential tenant in the interests of justice
8 whose conduct endangers the health and safety of others] for
9 nonpayment or habitually late payment of rent².

10 “Residential property” means a property located in the State
11 rented or owned for residential purposes; provided, however, that
12 residential property shall be limited to the principal residence of a
13 person or a residential health care facility. “Residential property”
14 shall not include ²[an investment property or] a² residence other
15 than a primary residence ²of a homeowner or tenant² ; residential
16 property taken in whole or in part as collateral for a commercial
17 loan; or a property subject to condemnation or receivership.¹

18
19 ¹3. (New section) a. During the emergency period, a creditor
20 shall grant a mortgage forbearance to an impacted homeowner if the
21 impacted homeowner submits a written request to the ²[creditor]
22 mortgage servicer² affirming the following:

23 (1) ²[the mortgage loan on residential property for which a
24 mortgage forbearance is being requested pursuant to this section
25 was current with respect to payments as of February 1, 2020;

26 (2)]² the impacted homeowner has suffered a negative financial
27 impact resulting from COVID-19 or the Public Health Emergency
28 or State of Emergency declared in response thereto, including but
29 not limited to a financial hardship from a reduction in hours or loss
30 of employment, loss of income or increased costs incurred in
31 necessary child care resulting from the closure of schools or caring
32 for family members who are ill due to COVID-19 or quarantined
33 due to a suspected exposure to COVID-19, or for funeral costs due
34 to COVID-19;

35 ²[(3)] (2)² the gross household income of the homeowner ² ,
36 after hardship,² does not exceed ²[\$150,000 after hardship] 150
37 percent of the area median income, as defined for New Jersey in
38 guidelines published annually by the United States Department of
39 Housing and Urban Development² , unless this requirement for
40 eligibility is waived by the mortgage lender; and

41 ²[(4)] (3)² if the impacted homeowner possesses one or more
42 bank accounts, those bank accounts collectively contain less than
43 six months’ reserves of the impacted homeowner’s gross household
44 income for 2019. The creditor may require the impacted
45 homeowner to provide a cash asset certification to demonstrate
46 compliance with this paragraph.

1 b. Upon receipt of a written request ²or verbal authorization²
2 for a mortgage forbearance from an impacted homeowner pursuant
3 to subsection a. of this section, a creditor shall provide to the
4 impacted homeowner a mortgage forbearance and confirmation of
5 that forbearance in writing. No additional documentation shall be
6 required from the impacted homeowner by the creditor other than
7 the written request under subsection a. of this section. The
8 minimum initial mortgage forbearance period of an impacted
9 homeowner shall be 90 days. An impacted homeowner may
10 request, and shall be granted, a subsequent forbearance period of at
11 minimum 90 days, for a total of at minimum 180 days. ²A creditor
12 shall not be prohibited from offering a more extended forbearance
13 period.² Fees, penalties, or interest, including attorney's fees
14 ²beyond the amounts scheduled and calculated as if the mortgagor
15 made all contractual payments on time and in full under the terms
16 of the mortgage contract² , shall not be assessed or accrue during
17 and as a result of a mortgage forbearance granted pursuant to this
18 section. Nothing in this section shall be construed to impact
19 property tax and insurance obligations of an owner related to any
20 real property in the State. A mortgagee that grants a mortgage
21 forbearance pursuant to this section shall encourage owners to seek
22 out United States Department of Housing and Urban Development
23 certified housing counseling and shall provide to the property owner
24 confirmation of the approval of the forbearance, information
25 concerning the process for forbearance, and information on how to
26 request a subsequent forbearance.

27 c. (1) Consistent with the provisions of 15 U.S.C. s.1681s-
28 2(a)(1)(F), a creditor shall not furnish negative mortgage payment
29 information to a debt collector or credit reporting agency related to
30 mortgage payments subject to a mortgage forbearance under this
31 section.

32 (2) ²【An impacted homeowner or】 In response to a complaint to
33 the Attorney General from an impacted homeowner, or on the
34 Attorney General's independent initiative,² the Attorney General
35 may bring an action alleging a creditor has violated the provisions
36 of this subsection. Upon a finding that non-compliance by a
37 creditor with this section has occurred, a court of competent
38 jurisdiction may:

39 (a) order the non-compliant creditor to retract the debt reported
40 to the collection or credit reporting agency, bureau, or data
41 collection facility;

42 (b) impose a fine on the non-compliant creditor, not to exceed
43 \$5,000 ²per violation² ;

44 (c) order the non-compliant creditor to pay a reasonable counsel
45 fee in connection with an impacted homeowner whose debt has
46 been reported to a collection or credit reporting agency, bureau, or
47 data collection facility;

1 (d) provide a copy of the order immediately ²at the request of²
2 and at no cost to the impacted homeowner;

3 (e) order the non-compliant creditor to take such steps as are
4 necessary, within 30 days of the order, to rehabilitate the credit
5 record of an impacted homeowner, with ²[a showing made to the
6 court and] an² exact copy provided at no cost to the homeowner of
7 the efforts made in that regard; and

8 (f) order the non-compliant creditor to pay an award of damages
9 to the impacted homeowner not to exceed 25 percent of the debt
10 attempted to be collected or reported by the non-compliant creditor
11 to the collection or credit reporting agency, bureau, or data
12 collection facility, the minimum award being \$350.

13 d. During the emergency period and during any period of
14 mortgage forbearance granted pursuant to this section, a creditor
15 shall not, for the purposes of foreclosure of a residential property
16 ²that has received a forbearance² that is not vacant, abandoned or
17 otherwise subject to P.L.2003, c.210 (C.55:19-78 et seq.):

18 (1) send an impacted homeowner a notice of intention to
19 foreclose pursuant to section 4 of P.L.1995, c.244 (C.2A:50-56); or

20 (2) otherwise initiate the foreclosure process.

21 A deadline or time period for action by a party to the foreclosure
22 process for a residential property filed prior to the effective date of
23 P.L. , c. (C.) (pending before the Legislature as this bill) shall
24 be tolled until the end of the emergency period.

25 e. Notwithstanding the provisions of any law, rule, or
26 regulation to the contrary, the repayment period of any mortgage
27 subject to the forbearance established pursuant to this section shall
28 be extended by the number of months the forbearance is in effect.
29 The payments not made during the months of the forbearance shall
30 instead be due on a monthly basis during the period constituting an
31 extension of the mortgage, unless the property owner has chosen to
32 make these payments earlier. During the time of the forbearance,
33 and during the period constituting an extension of the mortgage, all
34 terms and conditions of the original mortgage, except with regard to
35 default and delinquency during forbearance, shall continue without
36 modification, and there shall be no fees assessed, including
37 attorney's fees, related to the forbearance or late payment, or
38 penalty for early repayment. An impacted homeowner shall have
39 the option to discontinue the mortgage forbearance at any time at
40 the election of the impacted homeowner upon written consent and a
41 written statement that they would have the rights provided herein
42 and knowingly waive those rights.

43 f. An impacted homeowner denied a forbearance under this
44 section by a creditor licensed by the Department of Banking and
45 Insurance ³[², and not a State- or nationally-chartered financial
46 institution,²]³ may file a complaint with the Department of Banking
47 and Insurance. The department shall investigate the complaint and,

1 if appropriate, shall order the creditor to grant a forbearance to the
2 impacted homeowner pursuant to this section.

3 g. ²**【The】** (1) To the extent required by the Administrative
4 Director of the Courts, the² creditor shall provide the docket
5 numbers, party names, and property addresses as to any pending
6 court actions involving any property granted a forbearance to the
7 Superior Court Clerk’s Office at least monthly.

8 ²(2)² The creditor shall submit information on all forbearances
9 that the creditor has provided ²within the State² to the Department
10 of Banking and Insurance on a monthly basis, ²or on any alternative
11 schedule directed by the Department of Banking and Insurance,²
12 after removing all personally-identifiable information. This
13 information shall be ²submitted in accordance with any
14 specifications required by the Department of Banking and
15 Insurance, and, to the extent required by the Department of Banking
16 and Insurance, shall be² deemed to be government records and
17 subject to the provisions of P.L.1963, c.73 (C.47:1A-1 et seq.),
18 commonly known as the open public records act.

19 h. ²**【To the extent any provision of this section is in conflict**
20 with federal laws and guidelines, such provision shall not apply to
21 any mortgage loans made, insured, or securitized by any agency or
22 instrumentality of the United States, any Government Sponsored
23 Enterprise, or a Federal Home Loan Bank】 Notwithstanding
24 anything to the contrary in this section, ³**【this section】** to the extent
25 that the application of any provision of this section would conflict
26 with federal laws and guidelines, such provision³ shall not apply to,
27 and does not affect, any mortgage loans made, insured, or
28 securitized by any agency or instrumentality of the United States,
29 any government sponsored enterprise, or a federal home loan bank,
30 or the rights and obligations of any lender, issuer, servicer or trustee
31 of such obligations, including servicers for the Government
32 National Mortgage Association or other loans governed by the
33 Coronavirus Aid, Relief, and Economic Security Act, Pub. L.116-
34 136² .

35 i. It shall be an unlawful discrimination in violation of the
36 “New Jersey Law Against Discrimination,” P.L.1945, c.169
37 (C.10:5-1 et seq.) for a creditor to discriminate in application of the
38 provisions of this section ³**【because of an impacted homeowners’**
39 race, creed, color, national origin, ancestry, marital status, civil
40 union status, domestic partnership status, pregnancy or
41 breastfeeding, sex, gender identity or expression, affectional or
42 sexual orientation, familial status, disability, liability for service in
43 the Armed Forces of the United States, nationality, or source of
44 lawful income used for mortgage payments】 on any basis protected
45 by subsection g. of section 11 of P.L.1945, c.169 (C.10:5-12)³ .

j. This section shall not be construed to prohibit a creditor from considering an oral ²or electronic² request for a mortgage forbearance instead of a written request submitted pursuant to subsection a. of this section.¹

¹4. (New section) a. ²【Prior to the 60th day next following the end of】 During² the emergency period, a landlord or owner of a residential property shall not, for the purposes of a non-essential eviction for a residential property:

(1) terminate a tenancy;

(2) file a summary dispossess action; or

(3) send any notice, including a notice to quit, requesting or demanding that a tenant of a residential property vacate the premises.

b. ²【Prior to the 60th day next following the end of the emergency period, a court having jurisdiction over an action for summary dispossess shall not, in a non-essential eviction for a residential property:

(1) accept for filing a summons or complaint;

(2) enter a judgment or default judgment for a plaintiff for possession of a residential property;

(3) issue warrant of removal;

(4) deny, upon the request of a defendant, a stay of execution, or upon the request by a party, a continuance of a summary dispossess case; or

(5) schedule a court event, including a summary dispossess trial】 (1) Upon the filing of a landlord-tenant complaint, the plaintiff landlord shall certify, on a form promulgated by the Administrative Director of the Courts, that the complaint is not seeking to evict an impacted tenant from the impacted tenant's primary residence due to nonpayment or habitually late payment of rent due during the emergency period, except where the impacted tenant has failed to repay rent due during the emergency period in accordance with a repayment plan entered pursuant to section 6 of P.L. , c. (C.) (pending before the Legislature as this bill).

(2) No later than 60 days following enactment of P.L. , c. (C.) (pending before the Legislature as this bill), the plaintiff landlord in any landlord-tenant action pending before the court on the effective date of P.L. , c. (C.) (pending before the Legislature as this bill) shall certify, on a form promulgated by the Administrative Director of the Courts, that the landlord-tenant complaint is not brought to evict an impacted tenant of the impacted tenant's primary residence due to nonpayment or habitually late payment of rent due during the emergency period, except where the impacted tenant has failed to repay rent due during the emergency period in accordance with a repayment plan entered

1 pursuant to section 6 of P.L. , c. (C.) (pending before the
2 Legislature as this bill)².

3 c. A deadline or time period for action by a party to a non-
4 essential eviction for a residential property shall be tolled until the
5 ²[60th day next following the]² end of the emergency period.

6 d. Nothing in this section shall relieve a tenant from the
7 obligation to pay rent or restrict a landlord's ability to recover rent
8 consistent with the provisions of section 6 of P.L. , c. (C.)
9 (pending before the Legislature as this bill).¹

10
11 ¹5. (New section) a. ²[Prior to the 60th day next following the
12 end of]² During² the emergency period, a landlord shall not impose
13 a late fee for non-payment of rent for a residential property that was
14 due during the emergency period.

15 b. (1) Consistent with the provisions of 15 U.S.C. s.1681s-
16 2(a)(1)(F), a landlord shall not furnish rental payment data to a
17 ³debt³ collection or credit reporting agency related to the non-
18 payment of rent during the emergency period ²[and the 60 days
19 next following the end of the emergency period]^{2 3}, or shall report
20 the rental payment as current. This paragraph shall not:

21 (a) apply to an impacted tenant's rent payments that remain due
22 as the result of a payment missed prior to the effective date of
23 Executive Order No. 106 of 2020, including payments held in
24 escrow before that date; or

25 (b) limit the ability of a landlord to share information with the
26 landlord's attorney or property management company, or to notice
27 the tenant in compliance with Anti-Eviction Act, P.L.1974, c.49
28 (C.2A:18-61.1 et seq.)³.

29 (2) ³[A] As a result of any record or information reflecting an
30 impacted tenant's non-payment of rent during the emergency
31 period, a³ landlord shall not ³:

32 (a)³ refuse to rent to ²[a] an impacted² tenant ³; ³ or
33 ³(b)³ place, or disseminate ²[a] an impacted² tenant's
34 information for the purpose of placing, ²[a] an impacted² tenant on
35 a list for the use of other landlords ³[, as a result of any record or
36 information reflecting the ²impacted² tenant's non-payment of rent
37 during the emergency period]^{3 2}[and the 60 days next following the
38 end of the emergency period]².

39 c. ²[A tenant or] In response to a complaint to the Attorney
40 General from an impacted tenant, or on the Attorney General's
41 independent initiative,² the Attorney General may bring an action
42 alleging a landlord has violated the provisions of subsection b. of
43 this section concerning the furnishing of information to a collection
44 or credit reporting agency. ³[Upon] Regarding a first violation, the
45 court shall provide the landlord with an opportunity to correct prior
46 to imposing a penalty. Following the provision of this opportunity

to correct any first violation, upon³ a finding that non-compliance by a landlord with subsection b. of this section has occurred, a court of competent jurisdiction may:

(1) order the non-compliant landlord to retract the report of debt provided to the collection or credit reporting agency, bureau, or data collection facility;

(2) impose a fine on the non-compliant landlord, not to exceed ³[\$5,000 per ²impacted² tenant] \$500 for a first violation, \$1,000 for a second violation, and \$2,500 for each subsequent violation³ ;

(3) order the non-compliant landlord to pay a reasonable counsel fee in connection with ²[a] an impacted² tenant whose debt has been reported to a collection or credit reporting agency, bureau, or data collection facility;

(4) provide a copy of the order immediately ²upon the request of the ³impacted³ tenant² and at no cost to the impacted ³[homeowner] tenant³ ;

(5) order the non-compliant landlord to take such steps as are necessary, within 30 days of the order, to rehabilitate the credit record of ²[a] an impacted² tenant, with ²[a showing made to the court, and] an² exact copy provided to the ²impacted² tenant at no cost, of the efforts made in that regard; and

(6) ³if the impacted tenant is able to show actual damages that have resulted from a violation of this section,³ order the non-compliant landlord to pay an award of damages to the impacted tenant not to exceed 25 percent of the debt attempted to be collected or reported by the non-compliant landlord to the collection or credit reporting agency, bureau, or data collection facility, the minimum award being \$350.¹

²d. If a landlord furnishes rental payment data to a collection or credit reporting agency related to the non-payment of rent during the emergency period, but before the enactment of P.L. _____, c. (C. _____) (pending before the Legislature as this bill), the landlord shall not be subject to the penalty provisions of this section, except for an order to retract the report pursuant to paragraph (1) of subsection c. of this section.²

¹6. (New section) a. In order to avoid mass evictions and widespread homelessness following the conclusion of the moratorium on evictions required by section ²[3] ⁴² of P.L. _____, c. (C. _____) (pending before the Legislature as this bill), a landlord shall offer each tenant of the properties owned by the landlord ², who has missed any partial or full rent payments prior to the end of the emergency period,² the ability to enter into an agreement pursuant to subsection d. of this section, which shall be an addendum to the lease agreement, for the repayment of any partial or full rent payments not made during the emergency period ²[and

the 60 days next following the end of the emergency period²,
 provided ³the impacted tenant's rent payments were current
 including payments held in escrow as of² that this requirement shall
 not apply to an impacted tenant with one or more rent payments,
 including payments held in escrow, that remain due as the result of
 a payment missed prior to³ the effective date of Executive Order
 No. 106 of 2020. ²The offer shall be provided in writing by hand-
 delivery, ³regular² certified³ mail³, text message,³ or email.²

(1) A tenant shall not accept an offer from a landlord pursuant to
 this subsection if ^{2,2}

(a) ²the tenant is not an impacted tenant;

(b)² the tenant's gross household income ²after hardship²
 exceeds ²[\$150,000 after hardship]² 100 percent of the area median
 income, as defined for New Jersey in guidelines published annually
 by the United States Department of Housing and Urban
 Development,² unless the landlord makes an exception; ³or³

²[(b)] (c)² the tenant possesses one or more bank accounts that
 collectively contain reserves equaling six months' or more of the
 tenant's gross household income for 2019 ²unless the landlord
 makes an exception^{2,3}; or

(d) the tenant has not attested by affidavit to compliance with
 this paragraph³.

²(2) The landlord may bring a cause of action against a tenant in
 a court of competent jurisdiction to enforce a violation of paragraph
 (1) of this subsection.^{2,3} ³The landlord may require the impacted
 tenant to provide a cash asset certification ², if available,² to
 demonstrate compliance with³ ²this^{2,3} ³subparagraph ²(c) of
 paragraph (1) of this subsection, and any other financial information
 reasonably necessary to ensure the impacted tenant's compliance
 with paragraph (1) of this subsection if available^{2,3}.

²[(2)] (3) To prevent a landlord from losing their primary home
 in a foreclosure due to COVID-19 economic hardship, owners of
 owner-occupied properties with four or less units are exempt from
 having to enter into a rent repayment plan with their impacted
 tenant only if after the owner completed an application for a
 mortgage forbearance, but was denied forbearance as defined in this
 bill from their creditor. Creditors covered in this bill shall not deny
 a landlord of an owner occupied property a mortgage forbearance if
 their tenants cannot pay rent ³[" Having"] ; having³ impacted
 tenants means the landlord is also then negatively impacted.

(4)² During the repayment period, a landlord shall not impose
 any ³late fees or any other fees, including attorney's fees, for rent
 payments³ fees for rent payments, as defined in the lease
 agreement, either written or oral,³ not made during the emergency

1 period ²~~and the 60 days next following the end of the emergency~~
2 period ².

3 b. The Department of Community Affairs shall, as soon as
4 practicable following the effective date of P.L. , c. (pending
5 before the Legislature as this bill), prepare and make available on
6 its Internet website a statement of the rights and responsibilities of
7 impacted tenants and landlords for the repayment of missed rent
8 payments pursuant to this section and an explanation of, and model
9 template for, ³(1)³ the default repayment plans available pursuant to
10 subsection d. of this section ³and (2) an affidavit that an impacted
11 tenant shall use to demonstrate compliance with the definition of an
12 impacted tenant, provided pursuant to section 2 of P.L. ,
13 c. (pending before the Legislature as this bill), and with paragraph
14 (1) of subsection a. of this section ³ . This statement and templates
15 shall be printed in the English, Spanish, Arabic, French, Russian,
16 Korean, Chinese, and Vietnamese languages. Every landlord shall
17 distribute one copy of the statement and templates prepared and
18 made available pursuant to this subsection to each of their tenants
19 within ³~~10~~ ³ 30³ business days after it has been made available by
20 the department, and landlords ³may provide notice of an unpaid
21 balance, but³ may not demand payment of unpaid rent until after the
22 statement and templates have been distributed ²~~to each tenant~~ ² in
23 accordance with this subsection² . If a landlord fails to comply with
24 this subsection, this failure may be used by ²~~the~~ ² an impacted²
25 tenant as an affirmative defense to ²~~liability for payment of the~~
26 applicable interest due in any monetary judgment action² an action
27 seeking the recovery of rent, or to a landlord-tenant complaint
28 seeking a judgment for possession² against the ²impacted² tenant, if
29 brought by the landlord to recover rent due during the emergency
30 period.

31 c. (1) Within ³~~10~~ ³ 30³ business days following the
32 conclusion of the ²~~60 days next following the end of the~~ ²
33 emergency period, a landlord shall calculate all partial or full rent
34 payments legally owed and not made during the emergency period
35 ²~~and the 60 days next following the end of the emergency period~~ ²
36 by each impacted tenant liable for rent repayment pursuant to
37 subsection a. of this section. After determining the amount of the
38 missed payments and applying all credits, if any, due to the
39 impacted tenant, the landlord shall provide each impacted tenant
40 with a written notice ²by hand-delivery, ³~~regular~~ ³ certified³ mail ³,
41 text message,³ or e-mail² , using the template to be prepared and
42 made available on its website by the department, of the amount
43 owed by the impacted tenant in a form that specifies, in detail, the
44 amount claimed to be due and an itemization of all credits to which
45 the impacted tenant is entitled. All amounts shall be legal and in

1 compliance with all applicable laws, including local rent control
2 ordinances.

3 (2) If the impacted tenant does not agree with the amount
4 claimed due, the notice shall provide that the impacted tenant shall
5 notify the landlord within 25 days after the date on which the rent
6 and arrearage repayments are to commence; provided, however, that
7 the impacted tenant shall still begin repayment of missed rent
8 pursuant to the repayment agreement. The impacted tenant may
9 assert any and all additional objections to the amount claimed due,
10 including ²[diminished habitability,]² payment by the impacted
11 tenant or by others on behalf of the impacted tenant ²[, or other
12 legal and equitable setoffs or defenses]² .

13 ²(3) If a landlord-tenant complaint seeking judgment for
14 possession is filed, the court shall offer the parties the opportunity
15 to settle the case. Both parties must voluntarily agree to participate
16 in the settlement conference or mediation and must voluntarily
17 agree to any resulting settlement.

18 (4)² If the ²plaintiff² landlord fails to demonstrate ²in the
19 landlord-tenant case pending with the court² the correctness of the
20 amount assessed of rent due and owing by the impacted tenant, then
21 the ²court shall order that the² landlord shall refund any incorrectly
22 assessed amount paid by the impacted tenant ²[plus] . Upon a
23 finding of a violation of this subsection by the landlord, the court
24 may also order the landlord to pay to the tenant² a penalty of 20
25 percent of ³[such amount] the difference between the amount
26 requested by the landlord and the amount actually owed,³ ²to be
27 used as a credit towards future rent².

28 d. ²[Any unpaid rent during the emergency period shall be paid
29 in accordance with whichever repayment plan set forth in
30 paragraphs (1) and (2) of this subsection results in the lowest
31 average monthly payments for the impacted tenant, or a plan agreed
32 to between the landlord and impacted tenant so long as that plan has
33 lower monthly payments than either option in paragraphs (1) or (2)
34 of this subsection.

35 (1) Repayment Plan A shall provide that any unpaid rent during
36 the emergency period shall be repaid in equal installments over the
37 remainder of the lease and shall constitute no more than 10 percent
38 of the impacted tenant's net household income after taxes. The
39 surrender of property by the tenant shall not relieve the tenant from
40 the obligation to pay any rent missed during the emergency period
41 or restrict a landlord's ability to recover such rent.

42 (2) Repayment Plan B] An impacted tenant and ³a³ landlord
43 shall enter into a written agreement for any unpaid rent during the
44 emergency period. If a landlord and impacted tenant are unable to
45 reach an agreement, or if the agreement is deemed to be
46 unaffordable by the tenant ³within 30 days following the tenant's

1 receipt of the notification of rights pursuant to subsection b. of this
 2 section³, any unpaid rent during the emergency period shall be paid
 3 in accordance with the default repayment plan that² shall provide
 4 ²[a] an impacted² tenant with six months to repay ²[each months']
 5 every one month owed in² rent that was unpaid, whether in full or
 6 in part, during the emergency period ²; with all back rent owed and
 7 paid in full by the last day of the 30th month^{2 3} of the repayment
 8 period. Payments shall be due in equal monthly installments during
 9 the repayment period. If any rent that went unpaid during the
 10 emergency period continues to be unpaid despite an impacted
 11 tenant's compliance with this repayment schedule, then that
 12 remaining unpaid rent shall be due in full on the last day of the 30th
 13 month of the repayment period³. The surrender of property by the
 14 ²impacted² tenant shall not relieve the ²impacted² tenant from the
 15 obligation to pay any rent missed during the emergency period or
 16 restrict a landlord's ability to recover such rent.

17 e. An agreement entered into pursuant to subsection d. of this
 18 section shall be null and void upon full payment of the monies
 19 stipulated in the agreement. Nothing in this section shall prohibit a
 20 landlord from filing an action for eviction for the failure to pay rent
 21 in accordance with a repayment plan in effect pursuant to
 22 subsection ²[a. or b.] d.² of this section after the eviction
 23 moratorium period required by section 4 of P.L. _____,
 24 c. _____ (C. _____) (pending before the Legislature as this bill) has
 25 ended.

26 f. Any ³rent or rent escrow³ payments made ³to the landlord³
 27 for or on behalf of an impacted tenant by other entities, including
 28 government agencies, non-profit organizations, or in any other
 29 manner, shall be credited against the amount due from that
 30 impacted tenant.

31 g. It shall be an unlawful discrimination in violation of the
 32 "New Jersey Law Against Discrimination," P.L.1945, c.169
 33 (C.10:5-1 et seq.) for a landlord to discriminate in application of the
 34 provisions of this section ³[because of a tenant's race, creed, color,
 35 national origin, ancestry, marital status, civil union status, domestic
 36 partnership status, pregnancy or breastfeeding, sex, gender identity
 37 or expression, affectional or sexual orientation, familial status,
 38 disability, liability for service in the Armed Forces of the United
 39 States, nationality, or source of lawful income used for rental
 40 payments] on any basis protected by subsection g. of section 11 of
 41 P.L.1945, c.169 (C.10:5-12)³.¹

42
 43 ²7. (New section) a. Notwithstanding the provisions of
 44 P.L.1967, c.265 (C.46:8-19 et seq.) or any other law or regulation to
 45 the contrary, upon written request from a tenant, including
 46 electronic communication, money or other forms of security
 47 deposited or advanced in accordance with P.L.1967, c.265 (C.46:8-

19 et seq.), including the tenant's portion of the interest, earnings, or both, accumulated thereon, shall be applied to or credited towards rent payments due or to become due from the tenant during the Public Health Emergency established in Executive Order No. 103 of 2020, and any extension thereof, and during the 60 days after the Public Health Emergency, as extended, terminates.

b. When a tenant applies money or other forms of security deposited or advanced, or interest or earnings accumulated thereon, to pay rent pursuant to subsection a. of this section, the following additional provisions shall apply for the duration of the tenant's current contract, lease, or license agreement:

(1) The landlord may recoup from the tenant any monies the landlord expended that would have been reimbursable by the money or other forms of security deposited or advanced by the tenant, or interest or earnings thereon, at the time that reimbursement from such money, security, interest, or earnings would have taken place; and

(2) The tenant shall otherwise be without obligation to deposit or advance further money or forms of security relating to the current contract, lease, or license agreement; provided, however, if the tenant and landlord extend or renew their contract, lease, or license agreement following the effective date of P.L. _____, c. (pending before the Legislature as this bill), then the tenant shall be obligated to replenish the money or forms of security required under the contract, lease, or license agreement in full on or before the last day of the sixth month next following the end of the Public Health Emergency established by Executive Order No. 103 of 2020, and any extension thereof, or on the date on which the current contract, lease, or license agreement is extended or renewed, whichever is later.

c. Use of money or other forms of security deposited or advanced in accordance with P.L.1967, c.265 (C.46:8-19 et seq.), including the tenant's portion of the interest, earnings, or both, accumulated thereon, for the purposes set forth in subsection a. of this section shall not be considered a violation of P.L.1967, c.265 (C.46:8-19 et seq.).

d. A landlord or tenant who fails to comply with the provisions of subsections a. or b. of this section shall be subject to the penalties set forth in section 7 of P.L.1967, c.265 (C.46:8-25).²

²[¹⁷.] 8.² Section 1 of P.L.2020, c.1 (C.2A:18-59.3) is amended to read as follows:

1. a. Notwithstanding any other law to the contrary, whenever a Public Health Emergency, pursuant to the "Emergency Health Powers Act," P.L.2005, c.222 (C.26:13-1 et seq.) ²[, or a State of Emergency, pursuant to P.L.1942, c.251 (C.App.A.9-33 et seq.), or both,]² has been declared by the Governor and is in effect, the Governor may issue an executive order to declare that a lessee,

1 tenant, homeowner or any other person shall not be removed from a
2 residential property as the result of an eviction or foreclosure
3 proceeding. This executive order shall remain in effect for no
4 longer than two months following the end of the Public Health
5 Emergency ²【or State of Emergency】². An executive order issued
6 pursuant to this subsection may be adjusted by a subsequent
7 executive order.

8 b. Eviction and foreclosure proceedings may be initiated or
9 continued during the time of an executive order issued pursuant to
10 this section 【, but enforcement】 , unless provided pursuant to a
11 subsequently-enacted statute, or in an executive order issued
12 pursuant to subsection a. of this section, that eviction actions may
13 not be initiated or continued for nonpayment or habitually late
14 payment of rent ³【, or for another reason,】³ during a period of time
15 overlapping that of the initial executive order. Enforcement of all
16 judgments for possession, warrants of removal, and writs of
17 possession shall be stayed during this period if the Governor has
18 issued an executive order prohibiting certain removals from
19 residential property pursuant to subsection a. of this section, unless
20 the court determines on its own motion or motion of the parties that
21 enforcement is necessary in the interest of justice.

22 c. Sheriffs, court officers, and their agents shall refrain from
23 acting to remove individuals from residential properties through the
24 eviction or foreclosure processes during the time of an executive
25 order issued by the Governor prohibiting certain removals from
26 residential property pursuant to subsection a. of this section, unless
27 the court determines on its own motion or motion of the parties that
28 removal is necessary in the interest of justice.

29 d. As used in this section, "residential property" means any
30 property rented or owned for residential purposes, including, but
31 not limited to, any house, building, mobile home or land in a mobile
32 home park, or tenement leased for residential purposes, but shall not
33 include any hotel, motel, or other guest house, or part thereof,
34 rented to a transient guest or seasonal tenant, or a residential health
35 care facility.¹

36
37 ²9. a. Recognizing that housing developments for low- and
38 moderate-income individuals are likely to be financially impacted
39 by the COVID-19 pandemic, there is hereby established within the
40 New Jersey Housing and Mortgage Finance Agency a “COVID-19
41 Impact Fund.”

42 b. Proceeds of the fund may be used:

43 (1) to maintain mortgage payments and related fees and escrows
44 owed to the New Jersey Housing and Mortgage Finance Agency for
45 properties which are approved for mortgage forbearance or
46 otherwise materially impacted by the impact of COVID-19; and

1 (2) in cases where the value of the Low-Income Housing Tax
2 Credit has been reduced due to the impact of the public health crisis
3 caused by the COVID-19 pandemic, to close the financing gap
4 caused by the pricing drop and ensure that the production of
5 affordable housing can continue.

6 c. The Executive Director of the New Jersey Housing and
7 Mortgage Finance Agency shall be permitted to petition the
8 Commissioner of Community Affairs to transfer funds from the
9 “New Jersey Affordable Housing Trust Fund,” established pursuant
10 to section 20 of P.L.1985, c.222 (C.52:27D-320), to the “COVID-19
11 Impact Fund.” Any petition shall demonstrate the agency’s need
12 for the funding. If the petition is approved, the executive director
13 and the commissioner shall enter into a memorandum of
14 understanding governing the amount of the transfer, the date of the
15 transfer, and any additional conditions of the funds being
16 transferred to the “COVID-19 Impact Fund.”²

17
18 ³10. (New section) a. A taxpayer who is a landlord for
19 residential property, with the exception of a landlord of a multiple
20 dwelling of more than 10 dwelling units, shall be allowed a credit
21 against the tax otherwise due for the taxable year under the “New
22 Jersey Gross Income Tax Act,” N.J.S.54A:1-1 et seq., in an amount
23 equal to 50 percent of the amount of rent that one or more impacted
24 tenants do not pay in a taxable year during the emergency period,
25 for which the landlord permanently forgives that impacted tenant or
26 tenants from paying. A permanent forgiveness of unpaid rent may
27 be asserted to obtain a tax credit pursuant to this section only if
28 notice of the forgiveness has been provided in writing to the tenant,
29 along with a written certification that the unpaid rent shall not be
30 asserted as grounds for any legal action, including but not limited to
31 an action to: (1) evict or otherwise dispossess the tenant of the
32 property; or (2) obtain the unpaid rent through a monetary judgment
33 action.

34 b. The order of priority of the application of the credit allowed
35 pursuant to this section and any other credits allowed pursuant to
36 the “New Jersey Gross Income Tax Act” N.J.S.54A:1-1 et seq. for a
37 taxable year shall be as prescribed by the director. The amount of
38 the credit applied under this section against the tax imposed for a
39 taxable year, together with any other credits allowed by law, shall
40 not reduce the tax liability to an amount less than zero. The amount
41 of unused credit allowable under this section may be carried
42 forward, if necessary, to the three taxable years following the
43 taxable year for which the tax credit is allowed.

44 c. A business entity that is classified as a partnership for federal
45 income tax purposes shall not be allowed the credit directly, but the
46 amount of credit of a taxpayer in respect of a distributive share of
47 partnership income shall be determined by allocating to the
48 taxpayer that proportion of the credit acquired by the partnership

1 that is equal to the taxpayer's share, whether or not distributed, of
2 the total distributive income or gain of the partnership for its
3 taxable year ending within or with the taxpayer's taxable year. A
4 taxpayer that is a New Jersey S corporation shall not be allowed the
5 credit directly, but the amount of credit of a taxpayer in respect of a
6 pro rata share of S corporation income shall be determined by
7 allocating to the taxpayer that proportion of the credit acquired by
8 the New Jersey S corporation that is equal to the taxpayer's share,
9 whether or not distributed, of the total pro-rata share of S
10 corporation income of the New Jersey S corporation for its privilege
11 period ending within or with the taxpayer's taxable year.

12 d. The Director of the Division of Taxation in the Department of
13 the Treasury is authorized to adopt rules and regulations in
14 accordance with the "Administrative Procedure Act," P.L.1968,
15 c.410 (C.52:14B-1 et seq.) and prescribe forms as necessary to
16 implement this section.³

17
18 ²~~18.~~ ³~~10.~~² ~~11.~~³ (New section) ³~~a.~~ The powers granted and
19 duties imposed by this act shall be construed to be independent and
20 severable. If any provision of this act or the application thereof to
21 any person or circumstance is held invalid, the invalidity shall not
22 affect other provisions or applications of the sections which can be
23 given effect without the invalid provision or application, and to this
24 end the provisions of this act are severable. All laws and parts of
25 law in conflict with any of the provisions of this act are hereby
26 construed to be inferior to this act, to the extent so in conflict.

27 ~~b.~~³ It shall be an unlawful discrimination in violation of the
28 "New Jersey Law Against Discrimination," P.L.1945, c.169
29 (C.10:5-1 et seq.) for a creditor or landlord to discriminate in
30 application of the provisions of this act ³~~because of an impacted~~
31 homeowners' or tenant's race, creed, color, national origin,
32 ancestry, marital status, civil union status, domestic partnership
33 status, pregnancy or breastfeeding, sex, gender identity or
34 expression, affectional or sexual orientation, familial status,
35 disability, liability for service in the Armed Forces of the United
36 States, nationality, or source of lawful income used for rental or
37 mortgage payments on any basis protected by subsection g. of
38 section 11 of P.L.1945, c.169 (C.10:5-12)³ ¹

39
40 ¹~~2.~~ ²~~9.~~¹ ³~~11.~~² ~~12.~~³ This act shall take effect immediately
41 ¹and shall apply retroactively to rent and mortgage payments
42 missed subsequent to March 9, 2020¹.